IN THE CIRCUIT COURT OF CAPE GIRARDEAU COUNTY STATE OF MISSOURI

PENZEL CONSTRUCTION COMPANY, INC.	.,)	
PLAINTIFF,)	
)	
VS.)	Case No. 09CG-CC00243-01
)	
JACKSON R-2 SCHOOL DISTRICT, ET AL.,)	
DEFENDANTS.)	

JUDGMENT

On September 27, 2019, with the parties and counsel present, the jury, having heard the trial of this matter over nine days, the witnesses therein, the arguments of counsel and having been duly instructed by the Court, returned two verdicts as submitted under Count V of the Amended Petition.

First, on the Plaintiff's claim for breach of contract, the jury found that Defendant is liable to Plaintiff for actual damages in the sum of \$800,000.00 (Verdict A), exclusive of prejudgment interest and Prompt Pay Act relief under R.S. Mo. section 34.057. Second, on Plaintiff's Prompt Pay Act claim, the jury found that the Defendant acted in bad faith in withholding payment from Plaintiff (Verdict B). The Court accepted the findings of the jury.

After considering the jury's verdicts and the submissions of the parties on prejudgment interest and Prompt Pay Act relief, the Court it is THEREFORE ORDERED, ADJUDGED AND DECREED that:

On Count V of Plaintiff's Amended Petition, judgment is hereby entered in favor of Plaintiff Penzel Construction Company, Inc. and against Defendant Jackson R-2 School District, and Plaintiff shall recover from Defendant: (1) the principal sum of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00), plus (2) prejudgment interest at the legal rate of nine percent (9%) per annum commencing May 10, 2010, plus (3) Prompt Pay penalty interest at the rate of one and one half percent (1½%) per month commencing May 10, 2010, plus (4) reasonable attorneys' fees in the sum of \$630,884.00. Costs are assessed against the Defendant. Let execution issue.

This judgment disposes of all remaining claims and issues and is final for the purposes of appeal.

It is so ordered.

BENJAMIN F LEWIS, CIRCUIT JUDGE